

FDIC Confidentiality Agreement for Legal Subcontractors, Consultants or Other Third-Party Vendors

This Confidentiality Agreement (“Agreement”) is executed this ____ day of _____, 20____, by _____ contractor/subcontractor/consultant (“Contractor”), in conjunction with FDIC Legal Matter No. _____ (“The Legal Case”).

For due consideration given, Contractor agrees to the following:

1. Contractor will protect the confidentiality, integrity and availability of the Sensitive Information Contractor receives from or is given access to by the FDIC, through FDIC’s outside counsel, or may obtain by other means, during the course of performing work on The Legal Case. “Sensitive Information” is defined in FDIC Circular 1360.9, Protecting Sensitive Information, available on the FDIC website: www.fdic.gov/buying/goods/acquisition/index.html, and incorporated herein by reference as amended from time to time.

2. Contractor acknowledges that all its personnel have read FDIC Circular 1360.9, Protecting Sensitive Information and will abide by the policy described therein and will follow the guidelines given for protecting sensitive information.

3. Contractor will promptly report to the appropriate FDIC official any loss, theft, misuse, misplacement, or unauthorized disclosure of Sensitive Information of which Contractor has knowledge whether or not Contractor is personally involved. Contractor understands that its anonymity will be maintained to the maximum extent possible when reporting any such incident.

4. Contractor will use Sensitive Information only as authorized by FDIC or its authorized representatives. Contractor will not disclose, release, disseminate or transfer any Sensitive Information to any other person or entity, except as required in the performance of Contractor’s duties in The Legal Case or with the express prior written consent of an authorized representative of the FDIC. Contractor understands that FDIC may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

5. The provisions of this Agreement apply to all officers, directors, partners, and employees of Contractor. Contractor is responsible for the compliance of these parties with the terms hereof.

6. Contractor is responsible for ensuring that any subcontractors or other consultants who have a business need to access Sensitive Information pertaining to The Legal Case protect its confidentiality, integrity and availability in accord with Circular 1360.9.

7. Contractor will immediately notify FDIC of any subpoena or court order requiring Contractor to disclose or produce sensitive information and will cooperate with legal counsel for FDIC in any challenge to or appeal from such a subpoena or court order.

8. Contractor will ensure that its employees return all Sensitive Information to the Contractor when the employee is no longer working on The Legal Case and will conduct appropriate exit clearance procedures when employees leave the employment of Contractor to ensure that all Sensitive Information remains with Contractor.

9. Contractor will return or destroy, as directed by authorized FDIC personnel, all Sensitive Information to which it has access or which is in its possession 1) upon demand by an authorized FDIC individual; and/or 2) upon the conclusion of its duties, association, or support to FDIC; and/or 3) upon the determination that its official duties do not require further access to such information.

10. Unless and until released in writing by an authorized representative of FDIC, Contractor understands that all conditions and obligations imposed upon Contractor by this Agreement apply during the time that Contractor is granted access to Sensitive Information and at all times thereafter.

11. This Agreement is made and intended for the benefit of the FDIC and may be enforced by the FDIC. By granting Contractor access to information either directly or through its outside counsel retained by the FDIC Legal Division, FDIC may seek any remedy available to it to enforce this Agreement. If Contractor violates the terms and conditions of this Agreement, it could be subjected to administrative, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved. The FDIC has not waived any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive information to which Contractor has been given access under the terms of this Agreement.

13. This Agreement is effective upon execution by Contractor and is governed by Federal law and will be construed accordingly. To the extent State law may apply, in the case where there is no applicable Federal law, the State law that applies is the law of the State in which the FDIC office referring the The Legal Case is located.

14. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that all applicable policies referenced in this document have been presented to me. I represent and warrant that I have authority to enter into this Agreement. I further understand that accessing and viewing Circular 1360.9 is required by all employees and others prior to viewing any Sensitive Information.

15. Contractor's representations in this form are true, complete, and correct to the best of Contractor's knowledge and belief and are made in good faith. Contractor understands

that a knowing and willful false statement on this Agreement can be punished by fine or imprisonment or both (see 18 U.S.C. 1001).

Name of Contractor: _____

By Its Authorized Representative:

Name: _____

Title: _____

Signature: _____

ACCEPTED: Federal Deposit Insurance Corporation
(this Agreement is effective upon execution by Contractor; no FDIC signature required)